

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

SHERILYN DAVIS,

Plaintiffs,

v.

STATE FARM FIRE & CASUALTY
COMPANY, a foreign corporation,

Defendant.

NO. 3:24-cv-5506-DGE

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of State Farm's confidential, proprietary, trade secret, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

1 2. “CONFIDENTIAL” MATERIAL

2 “Confidential” material shall include the following categories of documents, information
3 (including electronically stored information), and tangible things if produced or otherwise
4 exchanged:

5 1) Sensitive personal information, such as Social Security Numbers and financial records.
6 This includes tax records, bank account statements and bookkeeping records that were
7 not previously provided to State Farm as part of the claims process or underwriting
8 process;

9 2) Claims training and procedure manuals and other materials that contain trade secret,
10 confidential, internal-use only, and/or proprietary research, development, and/or
11 commercial information of State Farm;

12 3) Materials relating to employee evaluations, compensation, performance reviews,
13 and/or other sensitive, personal, non-job related, and private information;

14 4) Claims-handling and claims process materials, underwriting materials, insurance
15 pricing, and/or documents relating to State Farm policies and practices; and

16 5) Any other proprietary, confidential, competitively sensitive, internal-use only,
17 non-public material of a sensitive or proprietary nature, reinsurance, or trade secret
18 information of State Farm and its related entities, financial information, training
19 materials, and contracts or agreements with third parties.

20 The parties reserve the right to seek by stipulation or motion to enlarge this list as discovery
21 proceeds in the event that Plaintiff seeks additional information not included in the above
22 description which is entitled to protections and is otherwise discoverable under Federal Rule of
23 Civil Procedure 26 and the local rules.

24 3. SCOPE

25 3.1 The protections conferred by this Order cover not only confidential material (as
26 defined above), but also (1) any information copied or extracted from confidential material; (2) all
copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
conversations, or presentations by parties or their counsel that might reveal confidential material.

 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

1 4.1 Basic Principles. A receiving party may use confidential material that is disclosed
2 or produced by State Farm in connection with this case only for prosecuting, defending, or
3 attempting to settle this litigation. Confidential material may be disclosed only to the categories of
4 persons and under the conditions described in this Order. Confidential material must be stored
5 and maintained by a receiving party at a location and in a secure manner that ensures that access
6 is limited to the persons authorized under this Order.

7 4.2 Disclosure of “CONFIDENTIAL” Material. Unless otherwise ordered by the court
8 or permitted in writing by State Farm, a receiving party may disclose any confidential material only
9 to:

10 (a) the receiving party’s counsel of record in this action, as well as employees
11 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

12 (b) the officers, directors, and employees (including in-house counsel) of the
13 receiving party (if any) to whom disclosure is reasonably necessary for this litigation, unless the
14 parties agree that a particular document or material produced is for Attorney’s Eyes Only and is
15 so designated;

16 (c) experts and consultants to whom disclosure is reasonably necessary for this
17 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court, including the court personnel and staff, court reporters and staff,
19 as well as mediators, arbitrators, jury consultants, or factfinder(s) while in trial;

20 (e) copy or imaging services retained by Plaintiff’s counsel to assist in the
21 duplication of confidential material, provided that counsel instructs the service not to disclose any
22 confidential material to third parties and to immediately return all originals and copies of any
23 confidential material;

24 (f) during their depositions, witnesses in the action to whom disclosure is
25 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
26 (Exhibit A), unless otherwise agreed by State Farm or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal confidential material must be separately
2 bound by the court reporter and may not be disclosed to anyone except as permitted under this
3 Order;

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information.

6 4.3 Filing Confidential Material. Before filing confidential material or discussing or
7 referencing such material in court filings, Plaintiff shall confer with State Farm, in accordance with
8 Local Civil Rule 5(g)(3)(A), to determine whether State Farm will remove the confidential
9 designation, whether the document can be redacted, or whether a motion to seal or stipulation and
10 proposed order is warranted. During the meet and confer process, State Farm must identify the
11 basis for sealing the specific confidential information at issue, and Plaintiff shall include this basis
12 in its motion to seal, along with any objection to sealing the information at issue. Local Civil Rule
13 5(g) sets forth the procedures that must be followed and the standards that will be applied when a
14 party seeks permission from the court to file material under seal. A party who seeks to maintain
15 the confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B),
16 even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in
17 the motion to seal being denied, in accordance with the strong presumption of public access to the
18 Court's files.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. In
21 designating materials for protection under this Order, State Farm must take care to limit any such
22 designation to specific material that qualifies under the appropriate standards. State Farm must
23 designate for protection only those parts of material, documents, items, or oral or written
24 communications that qualify, so that other portions of the material, documents, items, or
25 communications for which protection is not warranted are not swept unjustifiably within the ambit
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1 of this Order.

2 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
3 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
4 unnecessarily encumber or delay the case development process or to impose unnecessary expenses
5 and burdens on other parties) may expose State Farm to sanctions.

6 If it comes to State Farm's attention that materials that it designated for protection do not
7 qualify for protection, State Farm must promptly notify all other parties that it is withdrawing the
8 mistaken designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
10 (*see, e.g.*, sections 5.2(b) below), or as otherwise stipulated or ordered, disclosure or discovery
11 material that qualifies for protection under this Order must be clearly so designated before or when
12 the material is disclosed or produced.

13 (a) Information in documentary form: (*e.g.*, paper or electronic documents and
14 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),
15 State Farm must affix the word "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER" to
16 each page that contains confidential material. If only a portion or portions of the material on a page
17 qualifies for protection, State Farm also must clearly identify the protected portion(s) (*e.g.*, by
18 making appropriate markings in the margins).

19 (b) Testimony given in deposition or in other pretrial proceedings: State Farm
20 must identify on the record, during the deposition or other pretrial proceeding, all protected
21 testimony, without prejudice to their right to so designate other testimony after reviewing the
22 transcript. State Farm, within thirty (30) days after receiving the transcript of the deposition or
23 other pretrial proceeding, designate portions of the transcript, or exhibits thereto, as confidential.
24 If State Farm desires to protect confidential information at trial, the issue should be addressed
25 during the pre-trial conference.

26 (c) Other tangible items: State Farm must affix in a prominent place on the

1 exterior of the container or containers in which the item is stored the word “CONFIDENTIAL–
2 SUBJECT TO PROTECTIVE ORDER.” If only a portion or portions of the information or item
3 warrant protection, the producing party, to the extent practicable, shall identify the protected
4 portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
6 designate qualified material does not, standing alone, waive State Farm’s right to secure protection
7 under this Order for such material. Upon timely correction of a designation, the receiving party
8 must make reasonable efforts to ensure that the material is treated in accordance with the
9 provisions of this Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
12 confidentiality at any time. Unless a prompt challenge to a confidentiality designation is necessary
13 to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant
14 disruption or delay of the litigation, a party does not waive its right to challenge a confidentiality
15 designation by electing not to mount a challenge promptly after the original designation is
16 disclosed.

17 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
18 regarding confidential designations without court involvement. Any motion regarding confidential
19 designations or for a protective order must include a certification, in the motion or in a declaration
20 or affidavit, that the movant has engaged in a good faith meet and confer conference with other
21 affected parties in an effort to resolve the dispute without court action. The certification must list
22 the date, manner, and participants to the conference. A good faith effort to confer requires a face-
23 to-face meeting or a telephone conference.

24 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
25 intervention, State Farm may file and serve a motion to retain confidentiality under Local Civil
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1 Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in
2 any such motion shall be on State Farm. Frivolous challenges, and those made for an improper
3 purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose
4 the challenging party to sanctions. All parties shall continue to maintain the material in question
5 as confidential until the court rules on the challenge.

6 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
7 LITIGATION

8 If a party is served with a subpoena or a court order issued in other litigation that compels
9 disclosure of any material designated in this action as “CONFIDENTIAL– SUBJECT TO
10 PROTECTIVE ORDER,” that party must:

11 (a) promptly notify State Farm in writing and include a copy of the subpoena or court
12 order;

13 (b) promptly notify in writing the party who caused the subpoena or order to issue in
14 the other litigation that some or all of the material covered by the subpoena or order is subject to
15 this Order. Such notification shall include a copy of this Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
17 designating party whose confidential material may be affected.

18 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 8.1 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
20 confidential material to any person or in any circumstance not authorized under this Order, the
21 receiving party must immediately (a) notify in writing the designating Party of the unauthorized
22 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c)
23 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
24 Order, and (d) request that such person or persons execute the “Acknowledgment and Agreement
25 to Be Bound” that is attached hereto as Exhibit A.
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1 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
2 MATERIAL

3 9.1 When a producing party gives notice to receiving parties that certain produced
4 material is subject to a claim of privilege or other protection, the obligations of the receiving parties
5 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended
6 to modify whatever procedure may be established in an e-discovery order or agreement that
7 provides for production without prior privilege review. The parties agree to the entry of a non-
8 waiver order under Fed. R. Evid. 502(d) as set forth herein.

9 10. NON TERMINATION AND RETURN OF DOCUMENTS

10 10.1 Within 60 days after the termination of this action, including all appeals, Plaintiff
11 must shred (if paper) or delete (if electronic) all confidential materials, as well as all copies and
12 extracts. Alternatively, the parties may agree upon appropriate methods of destruction.

13 10.2 Notwithstanding this provision, Plaintiff's counsel may retain one archival copy of:
14 all documents filed with the court; trial, deposition, and hearing transcripts; deposition and trial
15 exhibits; expert reports; and attorney work product. Counsel's one archival copy is for the sole
16 and exclusive purpose of complying with any Rule of Professional Conduct and ethical obligations
17 owed to their respective clients.

18 10.3 The confidentiality obligations imposed by this Order shall remain in effect until a
19 designating party agrees otherwise in writing or a court orders otherwise. The obligations of this
20 Order shall survive the termination of this action and continue to bind the parties.
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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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3 Dated: January 16, 2025
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5 FORSBERG & UMLAUF, P.S.

6 s/Rishabh R. Agny

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8 Rishabh R. Agny, WSBA #49721

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Attorneys for Defendant

12 Dated: January 16, 2025

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15 Leah S. Snyder, WSBA #44384

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18 Seattle, WA 98101

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22 Attorneys for Plaintiff
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1 PURSUANT TO STIPULATION, IT IS SO ORDERED

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any
3 documents, electronically stored information (ESI) or other information, whether inadvertent or
4 otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal
5 or state proceeding, constitute a waiver by the producing party of any privilege applicable to
6 those documents or information, including the attorney-client privilege, attorney work-product
7 protection, or any other privilege or protection recognized by law. This Order shall be
8 interpreted to provide the maximum protection allowed by Fed. R. Evid. 502(d). The provisions
9 of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or shall serve to
10 limit a party's right to conduct a review of documents, ESI or information (including metadata)
11 for relevance, responsiveness and/or segregation of privileged and/or protected information
12 before production. Information produced in discovery that is protected as privileged or work
13 product shall be immediately returned to the producing party.

14 Dated this 23rd day of January, 2025.


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17 _____
18 David G. Estudillo
19 United States District Judge
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EXHIBIT A: ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Western District of Washington on [date] in
the case of [*Case name*], Case No. _____.

I agree to comply with and to be bound by all the terms of this Stipulated Protective
Order, including the term that within 60 days after the termination of this action, including all
appeals, I shall provide written confirmation to counsel of record for Plaintiff that documents
and transcripts of testimony that have been designated by State Farm as Confidential or as
disclosing the contents of Confidential documents have been shredded (if paper) or deleted (if
electronic), including the shredding and deletion of all copies, extracts, notes, reports,
memoranda, summaries thereof, or other documents containing such confidential information
except one archival copy. I understand and acknowledge that failure to so comply could expose
me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated Protective Order
to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Western District of Washington for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

1 Signature: _____
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